

## **APPENDIX A: DEPARTMENT OF NATURAL RESOURCES LICENSES**

In The Matter Of The Application Of Enbridge Energy, Limited Partnership For A  
Certificate Of Need And A Routing Permit For The Line 3 Replacement Project in  
Minnesota From The North Dakota Border To The Wisconsin Border

Docket No. PL-9/PPL-15-137  
Docket No. PL-9/PPL-14-916

Filed as an appendix to the Youth Climate Intervenors Petition for Reconsideration  
of the Commission's Order Granting Certificate of Need as Modified and Requiring  
Filings

September 25, 2018

MINNESOTA DEPARTMENT  
OF NATURAL RESOURCES

LICENSE NUMBER #144-62-1337  
APPLY NUMBER 46960  
REVISED ADDITION

LICENSE TO CROSS STATE LANDS

This license is issued under authority and subject to the limitations in M.S. 84.415, and Minnesota Regulations Chapter 6135 to the Licensee as named and for the fee and term as specified below.

Name and Address of Licensee:

Lakehead Pipeline Company, Limited Partnership  
Lake Superior Place, 21 West Superior Street  
Duluth, MN 55802-2067

License Fee: Two Hundred Forty Three Dollars and no/100..... Dollars (\$243.00)

| Timber Value  | Effective Date  | Termination Date | Terms    |
|---|-----------------|------------------|----------|
| \$-----   | May 1, 1996     | April 30, 2046   | 50 years |
| Purpose of License- Construction, Maintenance and Operation of a: |                 |                  |          |
| Pipeline Liquid   | Under said land |                  |          |

under the covenants and agreements of the Licensee to use the following described lands:

That part of var. Sec. 35 T145N, T27W W in Cass County as shown on the attached application and map, all of which are made a part hereof by reference.

This license is granted subject to the following provisions:

1. At the end of the license period if both parties wish to renew, the renewal fee and time period will be determined by such methods as are developed by the Commissioner of Natural Resources.
2. This license shall be cancelable upon reasonable notice by the Commissioner for substantial violation of its terms, or it at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other cause.
3. The Licensee shall remove all its structures and other property from and vacate said lands within ninety (90) days after receipt of such notice, or the termination of this license for any cause, and any such structures and other property not removed within such period, time being the essence hereof, shall become the absolute property of the State.
4. The Licensee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying the Department of Natural Resources the timber value in the sum stated above as determined by the Commissioner. Licensee shall take all reasonable precautions to prevent and suppress wild fires and shall pay the State for any damage resulting from the use of fire to dispose of vegetative material and shall hold the State harmless for all claims for damage to the person or the property of others arising out of the use of said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agent and for that purpose the licensee shall grant access to the premises at all reasonable times.
5. The use of these lands by the Licensee in constructing or maintaining the lines for which this license is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes.
6. This license is subject to the provisions of Minnesota Statutes, Section 84.415 and Minnesota Regulations Chapter 6135. All standards of Chapter 6135 are incorporated as terms and conditions of this license, except such variations as are identified and explained in the license applications, plans and specifications which are attached and made part of the terms and conditions of this license by reference. The Licensee shall not deviate from the terms and conditions of this license unless he has first obtained permission from the Commissioner of Natural Resources.
7. This license is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the licensee or any of its agents, employees, or contractors relating to any matter hereunder. This license shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the licensee, its agents, employees, or contractors for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the Licensee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law.
8. This license shall not be assignable except upon written consent of the State by its proper officers and shall be binding upon the successor, assigns, heirs, and legal representatives of the parties thereto.
9. No delay by the State enforcing any of the conditions of this license shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this license.

10. Licensee will pay when due all taxes and assessments levied against said land or the improvements thereon.

11. Land Crossings:

- A. The Licensee must request and obtain written permission to apply pesticides to State Land from the DNR office with administrative responsibility for that legal description, prior to treatment. This request shall consist of a map and narrative identifying proposed treatment areas, target species, pesticide name, rate of application, and a description of application method and date. All applications must be according to label regulations and as otherwise specified by the Commissioner of Natural Resources.
- B. The Licensee must submit Annual reports detailing pesticide application on areas covered under the license to the local DNR office. The Report must include at minimum, the dates, acres, location expressed as 40 section, township and range, chemical and target species.
- C. The Licensee shall post all places commonly used by the public for access along the utility corridors treated with herbicides. The Licensee shall notify private landowners when application is made within 300 feet of an agricultural field or within a quarter mile of a residence.

12. This license is subject to and SPECIAL PROVISIONS indicated below:

- A. Please contact the Regional Realty Coordinator Greg Kvale (218-828-2435) 10 days prior to installation and within 10 days following completion of licensed work for compliance inspection.
- B. See Attached "Special Provisions" - Exhibit A

APPROVED AND ACKNOWLEDGED,  
LAKEHEAD PIPELINE COMPANY, Limited Partnership

Licensee(s)

By

George W. Maas

Title In Right-of-Way Specialist

By

Kenneth W. McKenna

Title Right of Way Agent

STATE OF MINNESOTA  
COMMISSIONER OF NATURAL RESOURCES

Rodney W. Sando

Commissioner of Natural Resources

By

Title Manager

DL-125 (L)  
10/74

LICENSE NO. 144-62-1337

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
BUREAU OF LAND

LICENSE TO CROSS STATE LANDS

This license is issued under authority and subject to the limitations in M.S.A. 84.415:

Permission is granted on this 1st day of October, 1981,

to Lakehead Pipeline Company, Inc.  
(Licensee)

3025 Tower Avenue Superior WI 54880  
(Street) (City) (State) (Zip)

in consideration of an advance fee in the sum of Ten and no/100----- Dollars (\$10.00)  
and the covenants and agreements of the licensee to use the following described lands:

of section 1-144-25 of Itasca County, as shown on the attached app-  
lication and on plats attached to previous licenses (previous license numbers are  
listed on the attached application) all of which are made a part hereof,

for the purpose of construction, maintaining and operating a Liquid Pipeline line  
~~XXXXXX~~ under said lands.

It is mutually agreed that this permission is subject to the following conditions:

1. This license shall be for a 50 year period, terminating on September 30, 2031  
(25 or 50)

At the end of the license period if both parties wish to renew, the renewal fee and time period will be determined by such methods as are developed by the Commissioner of Natural Resources.

2. This license shall be cancelable upon reasonable notice by the Commissioner for substantial violation of its terms, or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other cause.

3. The licensee shall remove all its structures and other property from and vacate said lands within ninety (90) days after the receipt of such notice, or the termination of this license for any cause, and any such structures and other property not removed within such period, time being the essence hereof, shall become the absolute property of the State.

4. The licensee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the timber value in the sum of \$ ----- as determined by the Commissioner of Natural Resources. Licensee shall take all reasonable precautions to prevent and suppress wild fires and shall pay the State for any damage resulting from the use of fire to dispose of vegetative material and shall hold the State harmless for all claims for damage to the person or the property of others arising out of the use of the said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agent and for that purpose the licensee shall grant access to the premises at all reasonable times.

5. The use of these lands by the licensee in constructing or maintaining the lines for which this license is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes.

6. This license is subject to the provisions of Minnesota Statutes, Section 84.415 and Minnesota Regulations NR 5100, 5101, and 5102. All standards of NR 5102 are incorporated as terms and conditions of this license, except such variations as are identified and explained in the license application, plans, and specifications which are attached and made part of the terms and conditions of this license by reference. The licensee shall not deviate from the terms and conditions of this license unless he has first obtained permission from the Commissioner of Natural Resources.

7. This license is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the licensee or any of its agents, employees or contractors relating to any matter hereunder. This license shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the licensee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the licensee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law.

8. This license shall not be assignable except upon written consent of the State by its proper officers and shall be binding upon the successor, assigns, heirs, and legal representatives of the parties hereto.

9. No delay by the State in enforcing any of the conditions of this license shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this license.

10. Licensee will pay when due all taxes and assessments levied against said land or the improvements thereon.

11. Additional instructions:

Approved & Acknowledged

Lakehead Pipe Line Company, Inc.  
(Licensee)

By

W. C. Cochran  
W. C. Cochran  
President

By

T. J. Gordon  
T. J. Gordon  
Assistant Secretary

STATE OF MINNESOTA

COMMISSIONER OF NATURAL RESOURCES

JOSEPH N. ALEXANDER

By

R. W. Rowe  
R. W. Rowe, Supervisor

STATE OF MINNESOTA  
DEPARTMENT OF CONSERVATION

PIPE LINE PERMIT

129  
CF10

Pursuant to Minnesota Statutes 1953, Section 84.415, permission is hereby granted to the Lakehead Pipe Line Company, Inc., a Delaware corporation, 510 Twenty-Second Avenue East, Superior, Wisconsin, hereinafter called the permittee, to occupy under the conditions and provisions hereinafter stated, a right of way over and across the following described lands in the State of Minnesota, to-wit:

Sec. 1, T. 144 N.,  
R. 25 W., Itasca County, Minnesota, described as

for the purpose of laying, maintaining, operating, patrolling (including aerial patrol), altering, repairing, renewing and removing in whole or in part a pipe line for the transportation of crude petroleum, its products and derivatives, whether liquid or gaseous, or mixtures thereof, together with the necessary fixtures, equipment and appurtenances, over, through, upon, under and across the same.

1. Attached to and made a part of this permit are maps or plats, showing the proposed center line of the right of way on the described property, its features, including the width of right of way, length of right of way, and also including a metes and bounds description of said right of way, all as required by Minnesota Statutes 1953, Section 84.415.

2. In consideration for this permit, the permittee shall pay to the State of Minnesota an annual fee in the sum of One Dollar (\$1.00) which amount will be due and payable in advance on the 1st day of January of each year this permit remains in force and effect and shall be payable to the State Treasurer, provided, however, that said payment shall be forwarded to the Department of Conservation, Division of Game and Fish.

Dept. of Conservation

3. This permit shall continue until legally terminated. It may be terminated at any time by the permittee, without notice, and by the State "for substantial violation of its terms, or if at any time its continuance will conflict with a public use of the land or water over or upon which it is granted, or for any other cause . . .", by giving three (3) months notice in writing to be served by mailing in the United States Post Office, addressed to the permittee at the address above given. The permittee shall remove all its property from and vacate said lands within three (3) months after the mailing of such notice, and any of such property not removed within such period, time being of the essence hereof, shall become the property of the State.

4. The permittee shall comply with all laws, regulations of the Department of Conservation and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition and shall remove all refuse and debris that may accumulate thereon; and the company further agrees to replace, restore and repair the surface of said property in any place where damage is done to the Access Road by reason of excavation or otherwise, and to duplicate such original surface as near as possible, all to the satisfaction of the Commissioner of Conservation, his designated agent or representative.

5. The permittee shall take all reasonable precautions to prevent and suppress forest fires and shall pay the State for any damage resulting to it from the use of aforesaid lands and shall hold the State harmless from all claims for damage to the person or the property of others arising out of the use of said premises by the permittee herein, it being understood that the State assumes no risks and shall be under no additional obligation or liability whatsoever by reason of having granted this permit and that all such risk and liability shall be and is assumed by the permittee.

6. This permit is granted subject to all existing leases, certificates of sale, easements, or other interests in and to the lands herein described, including that certain permit heretofore granted to Lakehead Pipe Line Company, Inc. for the purpose of constructing and maintaining an 18" crude oil pipe line, which permit shall remain in full force and effect. Before entering upon the right of way hereinbefore granted for the doing of any of the work authorized hereby, the party of the second part shall secure permission in writing from any vendee under any certificate of sale or from any lessee, licensee or permittee under any existing leases, easement, permit or license granted by the State of Minnesota covering said lands.

7. The design and nature of the structure necessary in connection with the construction and laying of said pipe line are as follows: A 26" pipe line will be laid across said right of way which is to be 60 feet or more in width, said pipe line being laid approximately 10 feet from the 18" crude oil pipe line which is presently laid and located, as shown on the maps or plats hereto attached. The pipe will be placed in a deep trench, at least 54" deep and fully covered, tamped, and the surface restored to its original state or as near so as possible. The



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Dept. of Conservation

road surface will be replaced, repaired and reconditioned in a manner satisfactory to the Commissioner of Conservation, his representatives or agents, so as to permit continued use of the roadway. The construction of said line will be done in a workmanlike manner, and will be done in such a manner as to prevent vehicular movement for only a minimum period of time. The right of way across said property will be maintained in such condition as may, at any time, be required by the Department of Conservation. No leakage or seepage of the crude oil passing through said pipe line shall be permitted to accumulate so as to damage the surface of said roadway in any way.

8. Permittee shall pay when due all taxes and assessments levied against said right of way or the improvements thereon during the term of this permit.

9. The use of these lands by the permittee in constructing or maintaining the lines for which this permit is granted shall be subject to the use, sale or leasing for mineral or other legal purposes, but in case of sale, lease or other use, all rights granted herein shall be excepted and reserved from the grant or other disposition of the lands described herein.

10. No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights.

11. This permit shall not be assignable except upon written consent of the State, by its proper officer and shall be binding upon the successors and assigns of the permittee.

12. This permit is subject to all provisions of Minnesota Statutes 1953, Section 84.415, and other applicable laws.

IN TESTIMONY WHEREOF, the State of Minnesota has caused this permit to be executed in its name by the Commissioner of Conservation this 8 day of December, 1954.

Signed, Sealed and Delivered in Presence of:

Raymond A. Haik

J. A. Hamer  
(As to the Deputy Commissioner)

Allen M. Hill

J. A. Hamer  
(As to Lakehead Pipe Line Company, Inc., Grantee)

STATE OF MINNESOTA  
CHESTER S. WILSON,  
Commissioner of Conservation

By William Paul  
Deputy Commissioner of Conservation

LAKEHEAD PIPE LINE COMPANY, INC.

By Jack L. Byrd  
District Manager  
W. A. Blund  
Assistant Secretary-Treasurer

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25x10

32x10



STATE OF MINNESOTA  
DEPARTMENT OF CONSERVATION

License No.

This permit is issued under authority and subject to the limitations  
in M.S.A. Section 84.415:

Permission is hereby granted to Lakehead Pipe Line Company, Inc., a  
Delaware corporation of 2206 East Fifth Street, Superior, Wisconsin, in consid-  
eration of the sum of Five thousand nine hundred thirteen and 00/100 (\$5,913.00)  
Dollars and the covenants and agreements of the permittee, to use the following  
described lands lying and being in the State of Minnesota to-wit:

| <u>Description</u> | <u>Section</u> | <u>Township</u> | <u>Range</u> | <u>County</u> |
|--------------------|----------------|-----------------|--------------|---------------|
|                    | 1              | 49N             | 19W          | Carlton       |
|                    | 3              | 144N            | 26W          | Cass          |
|                    | 33             | 145N            | 26W          | Cass          |
|                    | 32             | 145N            | 26W          | Cass          |
|                    | 31             | 145N            | 26W          | Cass          |
|                    | 35             | 145N            | 27W          | Cass          |
|                    | 35             | 145N            | 27W          | Cass          |
|                    | 35             | 145N            | 27W          | Cass          |
|                    | 35             | 145N            | 27W          | Cass          |
|                    | 34             | 145N            | 27W          | Cass          |
|                    | 33             | 145N            | 27W          | Cass          |
|                    | 33             | 145N            | 27W          | Cass          |
|                    | 31             | 145N            | 27W          | Cass          |
|                    | 26             | 145N            | 28W          | Cass          |
|                    | 27             | 145N            | 28W          | Cass          |

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for the purpose of constructing, operating, maintaining and repairing (including replacing if necessary) one 34" O.D. crude oil pipeline on, over and across said lands and for the purpose of operating, maintaining and repairing (including replacing if necessary) one 18" O.D. and one 26" O.D. crude oil pipeline as presently constructed over and across said lands.

It is mutually agreed that this permission is subject to the following terms and conditions:

1. That this permit shall continue until legally terminated and it may be terminated at any time by the permittee upon written notice mailed to the Commissioner of Conservation, and may be cancelled by the State as provided in M.S.A. Section 84.415.
2. The permittee shall remove all its structures and other property from and vacate said lands within ninety (90) days after the receipt of such notice, or the termination of this permit for any cause, and any such structures and other property not removed within such period, time being the essence hereof, shall become the absolute property of the State.
3. The permittee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner of Conservation. Permittee shall take all reasonable precautions to prevent and suppress forest fires and shall pay the State for any damage resulting from this use, and shall hold the State harmless from all claims for damage to the person or property of others arising out of the use of the said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.
4. Permittee will pay when due all taxes and assessments levied against said land or improvements thereon during the term of this permit.
5. The use of these lands by the permittee in constructing or maintaining the three authorized pipelines for which this permit is granted shall be subject to the use, sale or leasing for mineral or other legal purposes, but in the case of such sale, lease, or other use, all rights reserved herein shall be excepted and reserved from the grant or other disposition of the lands described herein.
6. No change from those given in the permit application, plans and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner of Conservation previously obtained.
7. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents,

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employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

8. Any other limitations contained in M.S.A. Sec. 84.415.

9. No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

This permit shall not be assignable except upon written consent of the State by its proper officers except that the execution and delivery by the permittee to The Chase Manhattan Bank, successor to The Chase National Bank of the City of New York, as Trustee of that certain Mortgage and Deed of Trust dated as of October 1, 1949, with the indentures supplementing the same, shall not be deemed to be an assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph. Subject thereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands in sextuplicate this 11th day of June, 1962.

Signed, Sealed and Delivered in Presence of:

[Signature]  
M. E. McDonald  
(As to the Commissioner)

STATE OF MINNESOTA  
Commissioner of Conservation

By [Signature]  
Deputy Commissioner of Conservation

OK  
JCM

LAKEHEAD PIPE LINE COMPANY, INC.  
Permittee

[Signature]  
Alberta J. J. J.  
(As to Permittee)

By [Signature]  
President  
[Signature]  
Secretary

WALTER F. MONDALE, Attorney General  
APPROVED AS TO FORM AND EXECUTION

By [Signature]  
Spec. Asst. Atty. Gen. Dept. of Conservation  
Date 12 June 1962

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Form WCC  
Terms [Signature]

25X10

32X10

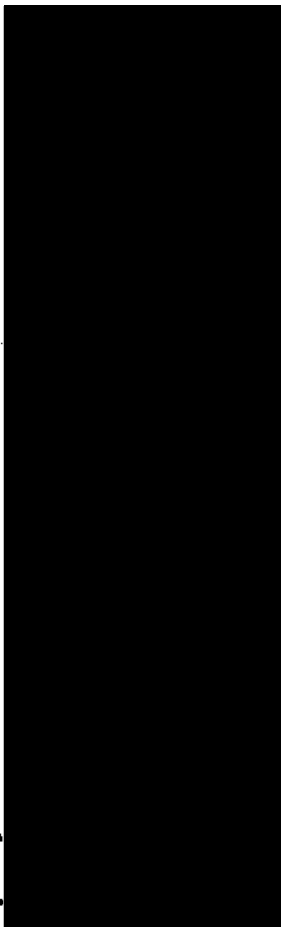
STATE OF MINNESOTA  
DEPARTMENT OF CONSERVATION

License No.

*3 7/8" line*  
*11/2" for each*  
**FIR-262**

This permit is issued under authority and subject to the limitations in M.S.A. Section 84.415:

Permission is hereby granted to Lakehead Pipe Line Company, Inc., a Delaware corporation of 2206 East Fifth Street, Superior, Wisconsin, in consideration of the sum of Three Thousand Five Hundred Twenty-two and 00/100 Dollars (\$3,522.00) and the covenants and agreements of the permittee, to use the following described lands lying and being in the State of Minnesota to-wit:

| <u>Description</u>  | <u>Section</u> | <u>Township</u> | <u>Range</u> | <u>County</u> |
|---|----------------|-----------------|--------------|---------------|
|  | 28             | 145N            | 28W          | Cass          |
|   | 29             | 145N            | 28W          | Cass          |
|   | 29             | 145N            | 28W          | Cass          |
|   | 25             | 145N            | 29W          | Cass          |
|   | 24             | 145N            | 29W          | Cass          |
|   | 23             | 145N            | 29W          | Cass          |
|   | 22             | 145N            | 29W          | Cass          |
|   | 19             | 145N            | 29W          | Cass          |
|   | 19             | 145N            | 29W          | Cass          |
|   | 24             | 145N            | 30W          | Cass          |
|   | 14             | 145N            | 30W          | Cass          |
|   | 13             | 145N            | 30W          | Cass          |
|   | 13             | 145N            | 30W          | Cass          |
|   | 18             | 145N            | 30W          | Cass          |

for the purpose of constructing, operating, maintaining and repairing (including replacing if necessary) one 34" O.D. crude oil pipeline on, over and across said lands and for the purpose of operating, maintaining and repairing (including replacing if necessary) one 18" O.D. and one 26" O.D. crude oil pipeline as presently constructed over and across said lands.

It is mutually agreed that this permission is subject to the following terms and conditions:

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1. That this permit shall continue until legally terminated and it may be terminated at any time by the permittee upon written notice mailed to the Commissioner of Conservation, and may be cancelled by the State as provided in M.S.A. Section 84.415.

2. The permittee shall remove all its structures and other property from and vacate said lands within ninety (90) days after the receipt of such notice, or the termination of this permit for any cause, and any such structures and other property not removed within such period, time being the essence hereof, shall become the absolute property of the State.

3. The permittee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner of Conservation. Permittee shall take all reasonable precautions to prevent and suppress forest fires and shall pay the State for any damage resulting from this use, and shall hold the State harmless from all claims for damage to the person or property of others arising out of the use of the said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.

4. Permittee will pay when due all taxes and assessments levied against said land or improvements thereon during the term of this permit.

5. The use of these lands by the permittee in constructing or maintaining the three authorized pipelines for which this permit is granted shall be subject to the use, sale or leasing for mineral or other legal purposes, but in the case of such sale, lease, or other use, all rights reserved herein shall be excepted and reserved from the grant or other disposition of the lands described herein.

6. No change from those given in the permit application, plans and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner of Conservation previously obtained.

7. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

8. Any other limitations contained in M.S.A. Sec. 84.415.

9. No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

This permit shall not be assignable except upon written consent of the State by its proper officers except that the execution and delivery by the permittee to The Chase Manhattan Bank, successor to The Chase National Bank of the City of New York, as Trustee of that certain Mortgage and Deed of Trust dated as of October 1, 1949, with the indentures supplementing the same, shall not be deemed to be an assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph. Subject thereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the parties have hereunder set their hands in sextuplicate this 13th day of December, 1962.

Signed, Sealed and Delivered in Presence of:

M. E. McDonald

A. S. Siolander  
(As to the Commissioner)

Joan K. Hansen  
Alberta Jeffers  
(As to Permittee)

STATE OF MINNESOTA  
Commissioner of Conservation

By James P. [Signature]  
Deputy Commissioner of Conservation

LAKEHEAD PIPE LINE COMPANY, INC.  
Permittee

By T. E. Schuster  
President  
W. B. Lane  
Secretary

WALTER F. MONDALE, Attorney General  
APPROVED AS

By Gordon C. Mooshage  
Spec. Ass. to the Comm. of Conservation  
Date 14 Dec. 1962

144-63-3117

STATE OF MINNESOTA  
DEPARTMENT OF CONSERVATION

FR263

LICENSE NO. \_\_\_\_\_

This permit is issued under authority and subject to the limitations in M.S.A. Section 84.415:

Permission is hereby granted to Lakehead Pipe Line Company, Inc., a Delaware Corporation of 2206 East Fifth Street, Superior, Wisconsin, in consideration of the sum of One Hundred Two Dollars (\$102.00) and the covenants and agreements of the permittee, to use the following described lands lying and being in the State of Minnesota, to-wit:

| <u>Description</u> | <u>Section</u> | <u>Township</u> | <u>Range</u> | <u>County</u> |
|--------------------|----------------|-----------------|--------------|---------------|
|                    | 14             | 145 North       | 31 West      | Cass          |
|                    | 18             | 145 North       | 30 West      | Cass          |

for the purpose of constructing, operating, maintaining, and repairing (including replacing if necessary) one 34" O.D. crude oil pipeline over and across said lands.

It is mutually agreed that this permission is subject to the following terms and conditions:

1. That this permit shall continue until legally terminated and it may be terminated at any time by the permittee upon written notice mailed to the Commissioner of Conservation, and may be cancelled by the State as provided in M.S.A. 1953, Section 84.415, Subdivision 1.

2. The permittee shall remove all its structures and other property from and vacate said lands within ninety (90) days after the receipt of such notice, or the termination of this permit for any cause, and any such structures and other property not removed within such period, time being the essence hereof, shall become the absolute property of the State.

3. The permittee shall comply with all laws, regulations and municipal ordinances affecting said land or the area in which it is situated and keep it in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner of Conservation. Permittee shall take all reasonable precautions to prevent and suppress forest fires and shall pay the State for any damage resulting from this use, and shall hold the State harmless from all claims for damage to the person or property of others arising out of the use of the said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.

4. Permittee will pay when due all taxes and assessments levied against said lands or improvements thereon during the term of this permit.



5. The use of the land by the permittee in constructing or maintaining the pipeline for which this permit is granted shall be subject to the use, sale or leasing for mineral or other legal purposes, but in the case of such sale, lease, or other use, all rights reserved herein shall be excepted and reserved from the grant or other disposition of the land described herein.

6. No change from those given in the permit application, plans and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner of Conservation previously obtained.

7. The permittee may, at its option, place one additional pipeline on this land. In case such option is exercised, the permittee shall be required to make an additional payment of \$1.00 per rod for the new pipeline.

8. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

9. Any other limitations contained in M.S.A. 84.415.

No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

This permit shall not be assignable except upon written consent of the State by its proper officers except that the execution and delivery by the permittee to The Chase Manhattan Bank, successor to The Chase National Bank of the City of New York, as Trustee of that certain Mortgage and Deed of Trust dated as of October 1, 1949, with the indentures supplementing the same, shall not be deemed to be an assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph. Subject thereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands in  
quintuplicate this 5<sup>th</sup> day of February, 1963.

Signed, Sealed and Delivered in  
Presence of:

STATE OF MINNESOTA  
Commissioner of Conservation

M. E. McDonald

Clarence Prout

Commissioner of Conservation

D. J. Siolander  
(As to the Commissioner)

LAKEHEAD PIPE LINE COMPANY, INC.  
Permittee

Margaret A. Carlson

By Joseph T. Stuart  
Its Attorney-in-Fact

George S. Parker  
(As to Permittee)

STATE OF WISCONSIN )  
COUNTY OF DOUGLAS ) ss.

On this 23<sup>rd</sup> day of January, 1963, before me a Notary Public  
within and for said County, personally appeared Joseph T. Stuart, to me personally  
known, who being by me duly sworn did say that he is the Attorney-in-Fact of the  
Corporation named in the foregoing instrument and that the seal affixed to the  
said instrument is the corporate seal of the said Corporation, and that the said  
instrument was signed and sealed in behalf of said Corporation by authority of  
its Board of Directors and said Joseph T. Stuart acknowledged said instrument to  
be the free act and deed of said Corporation.

Shirley J. Baker  
Notary Public, Douglas County, Wisconsin  
My Commission Expires March 27, 1966

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
PERMIT TO CROSS STATE LANDS

Permit No. 144-62-648

THIS PERMIT is issued this 8th day of January, 1973, by the Commissioner of Natural Resources of the State of Minnesota, hereafter designated as the "Commissioner", and the Lakehead Pipe Line Company, Inc., a Delaware Corporation with its principal place of business at 3025 Tower Avenue, Superior, Wisconsin, hereafter designated as the "permittee".

Pursuant to authority vested in the Commissioner by Minnesota Statutes 1969, Section 84.415, permission is hereby granted to the permittee, in consideration of the sum of One Thousand Four Hundred Twenty-three and No/100 (\$1423.00) Dollars to use the following described lands lying and being in the State of Minnesota, for the purpose of constructing, operating, maintaining, patrolling (including aerial patrol), altering, repairing, removing in whole or in part one 48" oil pipe line over and across said lands, the right-of-way herein permitted to be 100 feet in width, 75 feet to the North of said pipe line and 25 feet to the South as the same is to be constructed, located and operated across the following property:

| <u>Description</u> | <u>Section</u> | <u>Township</u> | <u>Range</u> | <u>County</u> |
|--------------------|----------------|-----------------|--------------|---------------|
|                    | 5              | 144             | 26           | Cass          |
|                    | 31             | 145             | 26           | Cass          |
|                    | 32             | 145             | 26           | Cass          |
|                    | 32             | 145             | 27           | Cass          |
|                    | 33             | 145             | 27           | Cass          |
|                    | 34             | 145             | 27           | Cass          |
|                    | 35             | 145             | 27           | Cass          |
|                    | 34             | 145             | 28           | Cass          |

Per the plats attached hereto and made a part hereof and numbered CL-40, CL-42, T-466, T-465, T-465A, T-462, T-460A, T-456A, and T-457.

It is further agreed that this permit is subject to the following terms and conditions:

1. This permit shall continue in effect perpetually unless terminated in the manner provided by paragraph 2, infra.
2. This permit may be terminated at any time by the permittee upon written notice mailed to the Commissioner, or by the Commissioner in the manner provided by Minnesota Statutes 1969, Section 84.415, Subd.1,
3. In the event of termination pursuant to paragraph 2, supra, the permittee shall remove all structures, fixtures and other property from the premises to a clean and natural condition within ninety (90) days of service of the notice of termination. Time is of the essence in such removal, vacation, and restoration; in the event that such removal, vacation, and restoration is not completed within the prescribed period, such property not removed, at the election of the Commissioner, shall become the absolute property of the State, provided that the Commissioner may grant extensions of time for such removal, vacation, and restoration as he deems equitable. Nothing herein shall constitute a waiver of any rights of the Commissioner in an action for damages or in equity for the removal of property, vacation, or restoration.
4. The permittee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner. The permittee shall take all reasonable precautions to prevent and suppress erosion and forest fires and shall pay the State for any damage to the person or property of others arising out of the use of the said premises.

The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.

5. Permittee will pay when due all taxes and assessments levied against that part of the described properties which are the subject of this permit or the improvements or permitted facilities thereon owned by permittee during the entire term of this permit.

6. All such lands as herein described and for which this permit is granted, shall be subject to the use, sale, or leasing for mineral or other legal purposes, but in the event of such conveyance, the instrument of conveyance shall provide generally that the rights and privileges enjoyed by the permittee herein shall be exempted from such conveyance.

7. No change from those given in the permit application, plans and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner previously obtained.

8. In case of construction of any pipe line under this permit, the permittee shall notify the Commissioner of the completion of the work within five days thereafter.

9. The permittee may, at its option, lay additional lines of pipe upon payment of a One Dollar (\$1.00) per rod consideration for each additional line so laid and subject to the same terms and conditions, together with construction damages to timber, crops or other property, provided, however, that such lines be within described right-of-way. In case permittee exercises such option to lay such additional line or lines of pipe, permittee shall file with Department of Natural Resources new plats or maps showing the said right-of-way being used by permittee and the pipe lines located within the right-of-way herein granted.

10. Nothing herein shall constitute a waiver by the state of the provisions of Minnesota Statutes 1969, Chapter 105.

11. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

12. The permittee, its successors and assigns, may on those above described parcels of land which are swampy, wet or watercovered so that trenching is not feasible or practicable thereon, lay the said pipe line on the surface of the said land and cover same with earth, dirt and soil to be removed from areas immediately adjacent to such pipe line, provided that such work, if done, will not interfere with any drainage.

13. The consideration to be paid for this permit shall constitute an exception to Minnesota Statutes 1969, Section 84.415, Subd. 5, as permitted by Minnesota Statutes 1969, Section 84.415, Subd. 1,

No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

Permit NO. 144-62-648  
Page 3

This permit shall not be assignable except upon written consent of the Commissioner except that the execution and delivery by the permittee by Mortgage and Deed of Trust, with the indentures supplementing the same, shall not be deemed to be an assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph. Subject thereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands in quadruplicate this 24<sup>th</sup> day of January, 1973.

Signed, Sealed and Delivered in Presence of:

[Signature]  
[Signature]

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

Robert L. Herbst,  
Commissioner of Natural Resources

By [Signature]  
R. D. Hultengren, Sec. Supvr.  
Division of Lands & Forestry

LAKEHEAD PIPE LINE COMPANY, INC.  
Permittee

By [Signature]  
Attorney-in-Fact

STATE OF WISCONSIN )  
COUNTY OF DOUGLAS ) SS.

On this 15th day of January, 1973, before me a Notary Public, within and for said County, personally appeared G. S. Marks, to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact of the Corporation named in the foregoing instrument and that the seal affixed to the said instrument is the corporate seal of the said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors, and said G. S. Marks acknowledged said instrument to be the free act and deed of said Corporation.

Margaret A. Carlson  
Notary Public, Douglas County, Wisconsin  
My Commission Expires

Notary Public, Douglas County, Wisconsin  
My Commission Expires March 31, 1974

STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) SS.

On this 24 day of January, 1973, before me, a Notary Public within and for said County, personally appeared R. D. Hultengren, to me personally known to be the person who executed the foregoing instrument on behalf of the State of Minnesota and acknowledged that he executed the same in his official capacity as his free act and deed, pursuant to the statutes in such case made and provided.

APPROVED AS TO FORM AND EXECUTION

WARREN SPANNAUS, Attorney General

By [Signature]  
Special Assistant Attorney General

Date

[Signature]  
Notary Public, Ramsey County, Minnesota  
My Commission Expires

[Signature]  
Notary Public, Ramsey County, Minnesota  
My Commission Expires August 27, 1977

Office of the Attorney General  
2-21-73

25 X 1

32 X 1

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
PERMIT TO CROSS STATE LANDS

Permit No. 144-62-752

THIS PERMIT is issued this fifth day of September, 1973, by the Commissioner of Natural Resources of the State of Minnesota, hereafter designated as the "Commissioner", and the Lakehead Pipe Line Company, Inc., a Delaware Corporation with its principal place of business at 3025 Tower Avenue, Superior, Wisconsin, hereafter designated as the "permittee".

Pursuant to authority vested in the Commissioner by Minnesota Statutes, 1973, Section 84.415, permission is hereby granted to the permittee, in consideration of the sum of One Hundred Sixty-four and 34/100 (\$164.34) Dollars to use the following described lands lying and being in the State of Minnesota, for the purpose of constructing, operating, maintaining, patrolling (including aerial patrol), altering, repairing, removing in whole or in part one 18" oil pipe line over and across said lands, the right-of-way herein permitted to be 100 feet in width, 80 feet to the North of said pipe line and 20 feet to the South as the same is to be constructed, located and operated across the following property:

| Description | Section | Township | Range | County |
|-------------|---------|----------|-------|--------|
|             | 12      | 55       | 26    | Itasca |
|             | 7       | 55       | 25    | Itasca |

Per the plats attached hereto and made a part hereof and numbered T-G.R. 4 and T-G.R. 5.

It is further agreed that this permit is subject to the following terms and conditions:

1. This permit shall continue in effect perpetually unless terminated in the manner provided by paragraph 2, infra.

2. This permit may be terminated at any time by the permittee upon written notice mailed to the Commissioner, or by the Commissioner in the manner provided by Minnesota Statutes 1969, Section 84.415, Subd. 1,

3. In the event of termination pursuant to paragraph 2, supra, the permittee shall remove all structures, fixtures and other property from the premises to a clean and natural condition within ninety (90) days of service of the notice of termination. Time is of the essence in such removal, vacation, and restoration; in the event that such removal, vacation, and restoration is not completed within the prescribed period, such property not removed, at the election of the Commissioner, shall become the absolute property of the State, provided that the Commissioner may grant extensions of time for such removal, vacation, and restoration as he deems equitable. Nothing herein shall constitute a waiver of any rights of the Commissioner in an action for damages or in equity for the removal of property, vacation, or restoration.

4. The permittee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner. The permittee shall take all reasonable precautions to prevent and suppress erosion and forest fires and shall pay the State for any damage to the person or property of others arising out of the use of the said premises.

9-7-73



The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.

5. Permittee will pay when due all taxes and assessments levied against that part of the described properties which are the subject of this permit or the improvements or permitted facilities hereon owned by permittee during the entire term of this permit.

6. All such lands as herein described and for which this permit is granted, shall be subject to the use, sale, or leasing for mineral or other legal purposes, but in the event of such conveyance, the instrument of conveyance shall provide generally that the rights and privileges enjoyed by the permittee herein shall be exempted from such conveyance.

7. No change from those given in the permit application, plans, and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner previously obtained.

8. In case of construction of any pipe line under this permit, the permittee shall notify the Commissioner of the completion of the work within five days thereafter.

9. The permittee may, at its option, lay additional lines of pipe upon payment of a One Dollar (\$1.00) per rod consideration for each additional line so laid and subject to the same terms and conditions, together with construction damages to timber, crops or other property, provided, however, that such lines be within described right-of-way. In case permittee exercises such option to lay such additional line or lines of pipe, permittee shall file with Department of Natural Resources new plats or maps showing the said right-of-way being used by permittee and the pipe lines located within the right-of-way herein granted.

10. Nothing herein shall constitute a waiver by the state of the provisions of Minnesota Statutes 1969, Chapter 105.

11. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

12. The permittee, its successors and assigns, may on those above described parcels of land which are swampy, wet or watercovered so that trenching is not feasible or practicable thereon, lay the said pipe line on the surface of the said land and cover same with earth, dirt and soil to be removed from areas immediately adjacent to such pipe line, provided that such work, if done, will not interfere with any drainage. Where interference of drainage may result, the permittee must install equalizer pipes to eliminate the blocking of natural drainage.

13. The permittee is required to seed all exposed soil created by the construction of said pipe line to timothy, white clover and other grasses, for the prevention of soil erosion.

14. The consideration to be paid to this permit shall con-



stitute an exception to Minnesota Statutes 1969, Section 84.415, Subd. 5, as permitted by Minnesota Statutes 1969, Section 84.415, Subd. 1.

No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

This permit shall not be assignable except upon written consent of the Commissioner except that the execution and delivery by the permittee by Mortgage and Deed of Trust, with the indentures supplementing the same, shall not be deemed to be an assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph. Subject thereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands in quadruplicate this 1 day of September, 1973.

Signed, Sealed and Delivered in Presence of:

Christine Zabel

Debra Benedict

Janet L. Smith

Donald H. Hapner

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

Robert L. Herbst,  
Commissioner of Natural Resources

By [Signature]  
R. D. Hultegren, Sec. Supv.  
Division of Lands & Forestry

LAKEHEAD PIPE LINE COMPANY, INC.  
Permittee

By [Signature]  
Attorney-in-Fact

STATE OF WISCONSIN )  
COUNTY OF DOUGLAS ) ss.

On this 7<sup>th</sup> day of September, 1973, before me a Notary Public within and for said County, personally appeared E. S. Marks, to me personally known, who being by me duly sworn did say that he is the attorney-in-fact of the Corporation named in the foregoing instrument and that the seal affixed to the said instrument is the corporate seal of the said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation, by authority of its Board of Directors, and said E. S. Marks acknowledged said instrument to be the free act and deed of said Corporation.

Margaret A. Carlson  
Notary Public, Douglas County, Wisconsin  
My Commission Expires March 31, 1974

STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) ss.

On this 14 day of September, 1973, before me, a Notary Public within and for said County, personally appeared R. D. Hultegren, Supervisor of Land Resources, to me personally known to be the person who executed the foregoing instrument on behalf of the State of Minnesota and acknowledged that he executed the same in his official capacity as his free act and deed, pursuant to the statutes in such case made and provided.

APPROVED AS TO FORM AND EXECUTION  
WARREN SPANNAUS, Attorney General

By [Signature]  
Special Assistant Attorney General

[Signature]  
Notary Public, Ramsey County, Minnesota  
My Commission Expires

F. J. MILLER, Notary Public, Ramsey County, Minn.  
My Commission Expires August 27, 1977.

This Office of Atty Gen 9/14/73

STATE OF MINNESOTA  
DEPARTMENT OF CONSERVATION

LICENSE NO. 371-L

This permit is issued under authority and subject to the limitations in  
M.S.A. Section 84.415:

Permission is hereby granted to Lakehead Pipe Line Company, Inc., a Delaware corporation of 2206 East Fifth Street, Superior, Wisconsin, in consideration of the sum of One Thousand Seven Hundred Fifty-eight Dollars (\$1,758.00) and the covenants and agreements of the permittee, to use the following described lands lying and being in the State of Minnesota, to-wit:

| Description | Section | Township  | Range   | County    |
|-------------|---------|-----------|---------|-----------|
| [REDACTED]  | 16      | 50 North  | 19 West | St. Louis |
|             | 36      | 53 North  | 22 West | Itasca    |
|             | 36      | 53 North  | 22 West | Itasca    |
|             | 14      | 54 North  | 24 West | Itasca    |
|             | 32      | 56 North  | 26 West | Itasca    |
|             | 26      | 56 North  | 27 West | Itasca    |
|             | 26      | 56 North  | 27 West | Itasca    |
|             | 26      | 56 North  | 27 West | Itasca    |
|             | 35      | 145 North | 25 West | Itasca    |
|             | 34      | 145 North | 25 West | Itasca    |
|             | 34      | 145 North | 25 West | Itasca    |
|             | 1       | 144 North | 26 West | Itasca    |
|             | 1       | 144 North | 26 West | Itasca    |
|             | 16      | 145 North | 32 West | Hubbard   |
|             | 34      | 148 North | 35 West | Beltrami  |

for the purpose of operating, maintaining and repairing (including replacing if necessary) one 18" O.D. and one 26" O.D. crude oil pipeline as presently constructed over and across said lands.

It is mutually agreed that this permission is subject to the following terms and conditions:

1. That this permit shall continue until legally terminated and it may be terminated at any time by the permittee upon written notice mailed to the Commissioner of Conservation, and may be cancelled by the State as provided in M.S. 1953, Section 84.415, Subdivision 1.
2. The permittee shall remove all its structures and other property from and vacate said lands within ninety (90) days after the receipt of such notice, or the termination of this permit for any cause, and any such structures and other property not removed within such period, time being the essence hereof, shall become the absolute property of the State.
3. The permittee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner of Conservation. Permittee shall take all reasonable precautions to prevent and suppress forest fires and shall pay the State for any damage resulting from this use, and shall hold the State harmless from all claims for damage to the person or property of others arising out of the use of the said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.
4. Permittee will pay when due all taxes and assessments levied against said land or improvements thereon during the term of this permit.
5. The use of these lands by the permittee in constructing or maintaining the two authorized pipelines for which this permit is granted shall be subject to the use, sale or leasing for mineral or other legal purposes, but in the case of such sale, lease, or other use, all rights reserved herein shall be excepted and reserved from the grant or other disposition of the lands described herein.
6. No change from those given in the permit application, plans and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner of Conservation previously obtained.
7. The permittee may, at its option, place one additional pipeline on this land. In case such option is exercised, the permittee shall be required to make an additional payment of \$1.00 per rod for the new pipeline.
8. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed

as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

9. Any other limitations contained in M.S.A. 84.415.

10. The entering into of this agreement shall be deemed to constitute a mutual cancellation as of the date hereof of certain permits or licenses previously issued by the State to the said permittee which permits or licenses to be hereby cancelled and thus of no further affect being described as follows:

| License No. | Dated    | Recording Data |      |            |
|-------------|----------|----------------|------|------------|
|             |          | Book           | Page | County     |
| 329-G       | 12-30-49 | Z Misc.        | 58   | Cass       |
| 330-G       | 12-30-49 | Z Misc.        | 572  | Pennington |
| 331-G       | 12-30-49 | 191 Deeds      | 349  | Itasca     |
| 332-G       | 12-30-49 | 66 Misc.       | 217  | Polk       |
| 335-G       | 3-29-50  | 877 Deeds      | 410  | St. Louis  |
| 336-G       | 3-29-50  | 90 Deeds       | 516  | Hubbard    |
| 337-G       | 3-29-50  | 191 Deeds      | 355  | Itasca     |
| 340-H       | 11-21-51 | 191 Deeds      | 376  | Itasca     |
| 341-H       | 11-21-51 | 57 Deeds       | 448  | Red Lake   |
| 342-H       | 11-21-51 | Z Misc.        | 286  | Cass       |
| 354-I       | 3-16-54  | (937 Deeds     | 494  | St. Louis  |
|             |          | (191 Deeds     | 383  | Itasca     |

No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

This permit shall not be assignable except upon written consent of the State by its proper officers except that the execution and delivery by the permittee to The Chase Manhattan Bank, successor to The Chase National Bank of the City of New York, as Trustee of that certain Mortgage and Deed of Trust dated as of October 1, 1949, with the indentures supplementing the same, shall not be deemed to be an

assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph.) Subject thereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands in quintuplicate this 20 day of July, 1959.

Signed, Sealed and Delivered in Presence of:

[Signature]

M. E. McDonald  
(As to the ~~Deputy~~ Commissioner)

[Signature]  
STATE OF MINNESOTA  
Commissioner of Conservation

By [Signature]  
Deputy Commissioner of Conservation

OK  
JOM

LAKEHEAD PIPE LINE COMPANY, INC.  
Permittee

[Signature]

By [Signature]  
Its Division Manager

[Signature]  
(As to Permittee)

[Signature]  
Its Assistant Secretary

STATE OF WISCONSIN )  
COUNTY OF DOUGLAS ) ss.

On this 20th day of July, 1959, before me, a Notary Public within and for said county, personally appeared J. T. Stuart and C. L. Place, to me personally known, who being each by me duly sworn did say that they are respectively the Division Manager and Assistant Secretary of the corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J. T. Stuart and C. L. Place acknowledge said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public \_\_\_\_\_ County

My Commission expires \_\_\_\_\_

Notary Public, Douglas County Wisconsin  
My Commission expires April 1, 1962

RECEIVED  
MAY 7 1963  
DIVISION OF  
LANDS and MINERALS

STATE OF MINNESOTA  
DEPARTMENT OF CONSERVATION

LICENSE NO. 327-P

This permit is issued under authority and subject to the limitations in M.S.A. Section 84.415:

Permission is hereby granted to Lakehead Pipe Line Company, Inc., a Delaware Corporation of 2206 East Fifth Street, Superior, Wisconsin, in consideration of the sum of One Hundred Sixty Five Dollars (\$165.00) and the covenants and agreements of the permittee, to use the following described lands lying and being in the State of Minnesota, to-wit:

| Description | Section | Township  | Range   | County |
|-------------|---------|-----------|---------|--------|
|             | 18      | 145 North | 31 West | Cass   |
|             | 18      | 145 North | 31 West | Cass   |

for the purpose of constructing, operating, maintaining, and repairing (including replacing if necessary) one 34" O.D. crude oil pipeline over and across said lands.

It is mutually agreed that this permission is subject to the following terms and conditions:

1. That this permit shall continue until legally terminated and it may be terminated at any time by the permittee upon written notice mailed to the Commissioner of Conservation, and may be cancelled by the State as provided in M.S.A. 1953, Section 84.415, Subdivision 1.
2. The permittee shall remove all its structures and other property from and vacate said lands within ninety (90) days after the receipt of such notice, or the termination of this permit for any cause, and any such structures and other property not removed within such period, time being the essence hereof, shall become the absolute property of the State.
3. The permittee shall comply with all laws, regulations and municipal ordinances affecting said land or area in which it is situated and keep it in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner of Conservation. Permittee shall take all reasonable precautions to prevent and suppress forest fires and shall pay the State for any damage resulting from this use, and shall hold the State harmless from all claims for damage to the person or property of others arising out of the use of the said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.

4. Permittee will pay when due all taxes and assessments levied against said lands or improvements thereon during the term of this permit.

5. The use of the land by the permittee in constructing or maintaining the pipeline for which this permit is granted shall be subject to the use, sale or leasing for mineral or other legal purposes, but in the case of such sale, lease, or other use, all rights reserved herein shall be excepted and reserved from the grant or other disposition of the land described herein.

6. No change from those given in the permit application, plans and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner of Conservation previously obtained.

7. The permittee may, at its option, place one additional pipeline on this land. In case such option is exercised, the permittee shall be required to make an additional payment of \$1.00 per rod for the new pipeline.

8. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

9. Any other limitations contained in M.S.A. 84.415.

No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

This permit shall not be assignable except upon written consent of the State by its proper officers except that the execution and delivery by the permittee to the Chase Manhattan Bank, successor to The Chase National Bank of the City of New York, as Trustee of that certain Mortgage and Deed of Trust dated as of October 1, 1949, with the indentures supplementing the same, shall not be deemed to be an assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph. Subject thereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.




STATE OF MINNESOTA  
DEPARTMENT OF CONSERVATION  
PERMIT TO CROSS STATE LANDS

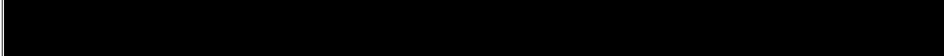
Permit No. PL-382

THIS PERMIT is issued this 30th day of DECEMBER, 1970, by the Commissioner of Conservation of the State of Minnesota, hereafter designated as the "Commissioner," and the Lakehead Pipe Line Company, Inc., a Delaware Corporation with its principal place of business at 3025 Tower Avenue, Superior, Wisconsin, hereafter designated as the "permittee."

Pursuant to authority vested in the Commissioner by Minnesota Statutes 1969, Section 84.415, permission is hereby granted to the permittee, in consideration of the sum of Two Hundred and Four Dollars (\$ 204.00 ) to use the following described lands lying and being in the State of Minnesota, for the purpose of operating, maintaining, patrolling (including aerial patrol), altering, repairing, removing in whole or in part one 34" oil pipe line as presently constructed over and across said lands, the right-of-way herein permitted to be 75 feet in width, 37 1/2 feet to the North of said pipe line and 37 1/2 feet to the South as the same is presently laid, located and operated across the following properties:

County of Itasca

| <u>Description</u>  | <u>Section</u> | <u>Twp.</u> | <u>Rge.</u> |
|---|----------------|-------------|-------------|
|  | 24             | 56N         | 27W         |
|   | 24             | 56N         | 27W         |
|   | 32             | 56N         | 26W         |
|   | 33             | 56N         | 26W         |

Per the plats attached hereto and made a part hereof and numbered 

It is further agreed that this permit is subject to the following terms and conditions:

1. This permit shall continue in effect perpetually unless terminated in the manner provided by paragraph 2, *infra*.

2. This permit may be terminated at any time by the permittee upon written notice mailed to the Commissioner, or by the Commissioner in the manner provided by Minnesota Statutes 1969, Section 84.415, Subd. 1.

3. In the event of termination pursuant to paragraph 2, supra, the permittee shall remove all structures, fixtures and other property from the premises and shall vacate such premises and shall restore such premises to a clean and natural condition within ninety (90) days of service of the notice of termination. Time is of the essence in such removal, vacation, and restoration; in the event that such removal, vacation, and restoration is not completed within the prescribed period, such property not removed, at the election of the Commissioner, shall become the absolute property of the State, provided that the Commissioner may grant extensions of time for such removal, vacation, and restoration as he deems equitable. Nothing herein shall constitute a waiver of any rights of the Commissioner in an action for damages or in equity for the removal of property, vacation, or restoration.

4. The permittee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner. The permittee shall take all reasonable precautions to prevent and suppress erosion and forest fires and shall pay the State for any damage to the person or property of others arising out of the use of the said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.

5. Permittee will pay when due all taxes and assessments levied against that part of the described properties which are the subject of this permit or the improvements or permitted facilities thereon owned by permittee during the entire term of this permit.

6. All such lands as herein described and for which this permit is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes, but in the event of such conveyance, the instrument of conveyance shall provide generally that the rights and privileges enjoyed by the permittee herein shall be exempted from such conveyance.

7. No change from those given in the permit application, plans and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner previously obtained.

8. In case of construction of any pipe line under this permit, the permittee shall notify the Commissioner of the completion of the work within five days thereafter.

9. The permittee may, at its option, lay additional lines of pipe upon payment of a One Dollar (\$1.00) per rod consideration for each additional line so laid and subject to the same terms and conditions, together with construction damages to timber, crops or other property, provided, however, that should permittee elect to construct an additional line, there shall be added to the right-of-way on the South side thereof an additional 25 feet making the right-of-way 100 feet in width, 37 1/2 feet to the North of said original 34 inch pipe line and 62 1/2 feet to the South thereof. In case permittee exercises such option to lay such additional line or lines of pipe, permittee shall file with Department of Conservation new plats or maps showing the said right-of-way being used by permittee and the pipe lines located within the right-of-way herein granted.

10. Nothing herein shall constitute a waiver by the state of the provisions of Minnesota Statutes 1969, Chapter 105.

11. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

12. The consideration to be paid for this permit shall constitute an exception to Minnesota Statutes 1969, Section 84.415, Subd. 5, as permitted by Minnesota Statutes 1969, Section 84.415, Subd. 1.

No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

This permit shall not be assignable except upon written consent of the Commissioner except that the execution and delivery by the permittee by Mortgage and Deed of Trust, with the indentures supplementing the same, shall not be deemed to be an assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph. Subject hereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands in quintuplicate this 4 day of January, 1971.

Signed, Sealed and Delivered in Presence of:

Nancy K. Zachs  
Theresa E. O'Hara

STATE OF MINNESOTA  
Commissioner of Conservation:

By: [Signature]

LAKEHEAD PIPE LINE COMPANY, INC.  
Permittee

Beverly N. Burns  
Donald B. Casanova

By: [Signature]  
Division Manager

And [Signature]  
Its Assistant Secretary

STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) ss

On this 12 day of January, 1971, before me, a Notary Public, within and for said county, personally appeared [Signature] to me personally known to be the person who executed the foregoing instrument on behalf of the State of Minnesota and acknowledged that he executed the same in his official capacity as his free act and deed, pursuant to the statutes in such case made and provided.

[Signature]  
Notary Public, Ramsey County  
Minnesota

F. J. MILLER, Notary Public, Ramsey County, Minn.  
My Commission Expires August 27, 1977.

STATE OF WISCONSIN )  
COUNTY OF DOUGLAS ) ss

On this 4th day of January, 1971, before me,

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
PERMIT TO CROSS STATE LANDS

Permit No. 1L-524

THIS PERMIT is issued this 8th day of February, 1972, by the Commissioner of Natural Resources of the State of Minnesota, hereafter designated as the "Commissioner," and the Lakehead Pipe Line Company, Inc., a Delaware Corporation with its principal place of business at 3025 Tower Avenue, Superior, Wisconsin, hereafter designated as the "permittee".

Pursuant to authority vested in the Commissioner by Minnesota Statutes 1969, Section 84.415, permission is hereby granted to the permittee, in consideration of the sum of One Hundred Seventeen and 45/100 (\$117.45) Dollars to use the following described lands lying and being in the State of Minnesota, for the purpose of constructing, operating, maintaining, patrolling (including aerial patrol), altering, repairing, removing in whole or in part one 48" oil pipe line over and across said lands, the right-of-way herein permitted to be 95 feet in width, 25 feet to the North of said pipe line and 70 feet to the South as the same is to be constructed, located and operated across the following property:

| Description | Section | Township | Range   | County    |
|-------------|---------|----------|---------|-----------|
|             | 36      | 52 North | 21 West | St. Louis |

and a right-of-way herein permitted to be 100 feet in width, 75 feet to the North of said pipe line and 25 feet to the South as the same is to be constructed, located and operated across the following property:

| Description | Section | Township  | Range   | County |
|-------------|---------|-----------|---------|--------|
|             | 3       | 144 North | 26 West | Itasca |

Per the plats attached hereto and made a part hereof and numbered T 450 A, Itasca County, T 205 A, St. Louis County.

It is further agreed that this permit is subject to the following terms and conditions:

1. This permit shall continue in effect perpetually unless terminated in the manner provided by paragraph 2, infra.

2. This permit may be terminated at any time by the permittee upon written notice mailed to the Commissioner, or by the Commissioner in the manner provided by Minnesota Statutes 1969, Section 84.415, Subd. 1.

3. In the event of termination pursuant to paragraph 2, supra, the permittee shall remove all structures, fixtures and other property from the premises to a clean and natural condition within ninety (90) days of service of the notice of termination. Time is of the essence in such removal, vacation, and restoration; in the event that such removal, vacation, and restoration is not completed within the prescribed period, such property not removed, at the election of the Commissioner, shall become the absolute property of the State, provided that the Commissioner may grant extensions of time for such removal, vacation, and restoration as he deems equitable. Nothing herein shall constitute a waiver of any rights of the Commissioner in an action for damages or in equity for the removal of property, vacation, or restoration.

4. The permittee shall comply with all laws, regulations and municipal ordinances affecting said lands or the area in which they are situated and keep them in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon. No timber or trees shall be cut, used, removed or destroyed without first paying to the State Treasurer the stumpage value thereof as determined by the Commissioner. The permittee shall take all reasonable precautions to prevent and suppress erosion and forest fires and shall pay the State for any damage to the person or property of others arising out of the use of the said premises. The project hereunder shall at all times during and after construction be subject to inspection by the Commissioner or his authorized agents, and for that purpose the applicant shall grant access to the premises at all reasonable times.

5. Permittee will pay when due all taxes and assessments levied against that part of the described properties which are the subject of this permit or the improvements or permitted facilities thereon owned by permittee during the entire term of this permit.

6. All such lands as herein described and for which this permit is granted, shall be subject to the use, sale, or leasing for mineral or other legal purposes, but in the event of such conveyance, the instrument of conveyance shall provide generally that the rights and privileges enjoyed by the permittee herein shall be exempted from such conveyance.

7. No change from those given in the permit application, plans and specifications attached thereto and made a part hereof by reference, shall be made in the dimensions or location of any structures without written permission from the Commissioner previously obtained.

8. In case of construction of any pipe line under this permit, the permittee shall notify the Commissioner of the completion of the work within five days thereafter.

9. The permittee may, at its option, lay additional lines of pipe upon payment of a One Dollar (\$1.00) per rod consideration for each additional line so laid and subject to the same terms and conditions, together with construction damages to timber, crops or other property, provided, however, that such lines be within described right-of-way. In case permittee exercises such option to lay such additional line or lines of pipe, permittee shall file with Department of Natural Resources new plats or maps showing the said right-of-way being used by permittee and the pipe lines located within the right-of-way herein granted.

10. Nothing herein shall constitute a waiver by the state of the provisions of Minnesota Statutes 1969, Chapter 105.

11. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees or contractors relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the State against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the permittee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.

12. The permittee, its successors and assigns, may on those above described parcels of land which are swampy, wet or watercovered so that trenching is not feasible or practicable thereon, lay the said pipe line on the surface of the said land and cover same with earth, dirt and soil to be removed from areas immediately adjacent to such pipe line, provided that such work, if done, will not interfere with any drainage.

13. The consideration to be paid for this permit shall constitute an exception to Minnesota Statutes 1969, Section 84.415, Subd. 5, as permitted by Minnesota Statutes 1969, Section 84.415, Subd. 1.

No delay by the State in enforcing any of the conditions of this permit shall operate as a waiver of any of its rights and the violation of any of the conditions hereof shall be cause for revocation of this permit.

This permit shall not be assignable except upon written consent of the Commissioner except that the execution and delivery by the permittee by Mortgage and Deed of Trust, with the indentures supplementing the same, shall not be deemed to be an assignment of this permit or the permission granted hereunder in violation of the provisions of this paragraph. Subject thereto, this permit shall inure to the benefit of, and be binding upon, the successors, assigns and legal representatives of the parties hereto.